

AT791898 - Overseas Airlines (Interim) Award 1999 [Transitional]

This AIR consolidated award incorporates all amendments up to and including 2 May 2006 (variations [PR969329](#), [PR970099](#), [PR970706](#) and correction [PR972072](#)).

Clauses affected by the most recent amendment(s) are:

- [2. Arrangement](#)
- [11. Procedures for the avoidance of industrial disputes](#)
- [15. Notice of termination](#)
- [15A. Redundancy](#)
- [21. Overtime](#)
- [23. Annual leave](#)
- [24. Personal leave](#)
- [24A. Bereavement leave](#)
- [25. Parental leave](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

OVERSEAS AIRLINES AWARD 1994

(ODN C No. 21819 of 1992)

[Print L5762 [O0054]]

(C No. 00114 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 15 JANUARY 1999

Award simplification

ORDER

A. Further to the decision issued by the Commission 15 January 1999, Print R0807 the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF THE AWARD

1. AWARD TITLE

The title of this award is the Overseas Airlines (Interim) Award 1999.

2. ARRANGEMENT

[2 amended by [PR969329](#) [PR970099](#)]

This award is arranged as follows:

Part 1 - Application and operation of the award

1. Award title
2. Arrangement [[PR970099](#)]
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Parties bound and coverage of award
7. Relationship with other awards

Part 2 - Award flexibility

8. Enterprise flexibility
9. Special conditions
10. Index of facilitative provisions [[R7009](#)]

Part 3 - Dispute resolution

11. Procedures for the avoidance of industrial disputes [[PR969329](#)]

Part 4 - Employer and employee duties, employment relationship and related arrangements

12. Employer and employee duties
13. Types of employment
14. Stand down
15. Notice of termination [[PR969329](#)]
- 15A. Redundancy [[PR969329](#)]

Part 5 - Wages and related matters

16. Rates of pay [[PR961750](#)]
17. Allowances [[PR959872](#)]
18. Payment of salaries

Part 6 - Hours of work, shiftwork, meal breaks, overtime and Sunday work

19. Hours of work [[PR961750](#)]
20. Meal breaks [[PR959872](#)]
21. Overtime [[PR969329](#)]
22. Sunday work

Part 7 - Leave of absence and public holidays

- 23. Annual leave [[PR970099](#)]
- 24. Personal leave [[PR970099](#)]
- 24A. Bereavement leave [[PR970099](#)]
- 25. Parental leave [[PR970099](#)]
- 26. Jury service
- 27. Long service leave
- 28. Public holidays
- 29. Accident pay

Part 8 - Index

3. ANTI-DISCRIMINATION

- 3.1** The parties bound by this award intend to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting the value and diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under clause 11 - Procedures for the Avoidance of Industrial Disputes, the parties to this award will make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.2.1** Nothing in this clause is taken to affect:
- 3.2.2** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
- 3.2.3** junior rates of pay until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
- 3.2.4** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 3.2.5** the exemptions in s.170CK(3) and (4) of the Act.

4. DEFINITIONS

- 4.1 Act** means the *Workplace Relations Act 1996*, as amended from time to time.
- 4.2 Commission** means the Australian Industrial Relations Commission.
- 4.3 Union** means the Australian Municipal, Administrative, Clerical and Services Union (ASU).
- 4.4 Employer** means a respondent to this award as set out in Schedule A hereof.
- 4.5 System of work** means work as a day worker or as a shift worker on any combination of day, afternoon, night or early morning shifts.

5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award comes into force on 15 January 1999 and is in force for a period of twelve months.

6. PARTIES BOUND AND COVERAGE OF AWARD

This award is binding on the employers listed in Schedule A hereof and the Australian Services Union, its employees and members in respect to employees whether or not members of the Union employed within the scope of this award.

7. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Overseas Airlines Award 1994. No rights, obligations or liabilities incurred or accrued under that award are affected by the supersession.

PART 2 - AWARD FLEXIBILITY

8. ENTERPRISE FLEXIBILITY

8.1 If an employer or employee/s and the Union, or other employee representatives wish to pursue an agreement at the enterprise or workplace about how the award should be varied as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply.

8.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.

8.1.2 For the purpose of the consultative process the employees may nominate the Union or other employee representative to represent them.

8.1.3 Neither the Union nor the Company will unreasonably withhold consent.

8.1.4 If agreement is reached an application will be made to the Commission.

9. SPECIAL CONDITIONS

- 9.1** To meet special circumstances, the employer may, with the agreement of the employee, work such employee at such times and under such conditions as may be mutually agreed. Such special conditions will be set out in writing and will be signed by the employer and employee.
- 9.2** The special conditions referred to in 9.1 above will not disadvantage employees and will be subject to the no disadvantage test. Employees may request assistance from the Union or other employee representative.
- 9.3** Salaries and conditions applying to employees covered by this award who are to be based overseas will be governed by agreement to be drawn up by the employer and signed by employees at their home base prior to their departure to take up their duties overseas.
- 9.4** The employer will keep a copy of any special conditions agreed (including any alterations) for the duration of the award and a copy will be provided to the employee.

10. INDEX OF FACILITATIVE PROVISIONS

10.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union or an employee, or the majority of employees, in the enterprise or workplace concerned.

[10.2 varied by [R7009](#) from 15Jan99]

10.2 Facilitative provisions in this award are contained in the following clauses:

Subject matter	Clause number
Special Conditions	9
Payment of Salaries	18.1.2
Hours of Work	19.1.3
	19.2.1(a)
	19.2.1(b)
	19.2.2
	19.2.3
	19.3.1
	19.3.4(e)
Meal Breaks	20.1
	20.3.3
Overtime	21.6
Sunday Work	22.2
Annual Leave	23.4.2
	23.4.3
Public Holidays	28.4

PART 3 - DISPUTE RESOLUTION

11. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

11.1 In the event of a dispute arising in the workplace, the procedure to resolve the matter will be:

11.1.1 The employee and the employee's supervisor meeting and/or conferring on the matter.

11.1.2 If the matter is not resolved, the parties will arrange for further discussions between the employee and their nominated representative, if any, and more senior levels of management.

11.2 If the matter is still not resolved, the matter will be discussed as follows:

11.2.1 Between the representative of the employer and the Branch Secretary of the Union or other employee representative.

11.2.2 If the matter is not resolved, it will be discussed between the representative of the employer and the Federal body of the Union, if appropriate, or other employee representative.

11.3 If the matter is not resolved, it may be referred to the Commission.

11.4 While the parties attempt to resolve the matter, work will continue as directed unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee will not unreasonably fail to comply with a direction of the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11.5 Redundancy disputes

[11.5 inserted by [PR969329](#) ppc 01Feb06]

11.5.1 Paragraphs 11.5.2 and 11.5.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

11.5.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

11.5.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

**PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

12. EMPLOYER AND EMPLOYEE DUTIES

- 12.1** An employee may be required to work as a day worker or as a shift worker on any combination of day, afternoon, night or early morning shifts (whether on continuous work or not) at the rates applicable. An employee will transfer from one of those systems of work to another in accordance with such requirements.
- 12.2** Employees will perform duties in lower grades of this award if and when required without any reduction in salary.

13. TYPES OF EMPLOYMENT

13.1 General

13.1.1 Employees under this award will be employed in one of the following categories:

- probationary employees;
- temporary employees;
- full-time employees;
- part-time employees.

13.1.2 At the time of engaging an employee, an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be probationary, temporary, full-time or part-time.

13.1.3 Upon appointment or promotion to a new position, employees will be given a letter of confirmation of their appointment or promotion, which will include the appropriate salary range.

13.2 Probationary employment

13.2.1 Existing employees may be appointed to a new position on a probationary basis for a period of up to three months. This period may be extended, if necessary, to a period of up to six months.

13.2.2 New employees may be appointed to a position on a probationary basis for a period of up to six months. This period may be extended, if necessary, to a period of up to twelve months.

13.3 Temporary employment

13.3.1 An employer may engage persons for a specific period of time or for specific tasks.

13.3.2 Temporary employees may have their period of employment extended by agreement between the employer and employee.

13.4 Full-time employment

Employment for employees in Levels 1 to 3 will be by the week and by the month for employees in Level 4 and above.

13.5 Part-time employment

13.5.1 An employer may employ part-time employees in any classification covered by this award.

- 13.5.2** Before commencing a period of part-time employment under this award, the employee and the employer will agree upon the days/the hours to be worked and commencing/finishing times.
- 13.5.3** Part-time employees in Levels 1 to 3 will be employed by the week and part-time employees in Levels 4 and above will be employed by the month.
- 13.5.4** Part-time employees may be engaged on day work or shift work in accordance with the provisions of this award.
- 13.5.5** Part-time employees will receive pro-rata entitlements in respect of sick, annual and long service leave and other award benefits where appropriate.
- 13.5.6** The weekly hours for part-time employees will be less than 38 and the spread of ordinary hours prescribed in clause 19 - Hours of Work, will apply to part-time employees. The arrangement of part-time hours may be varied by agreement between the employer and the employee.
- 13.5.7** The minimum consecutive daily hours of work for part-time employees will be four.
- 13.5.8** Clause 19 - Hours of Work, clause 21 - Overtime, clause 22 - Sunday Work and clause 28 - Public Holidays, will apply, as appropriate, to part-time employees.
- 13.5.9** An unpaid meal break of not less than 30 minutes will be provided to part-time employees after five hours work.
- 13.5.10** Part-time employees will for each hour worked be paid an hourly rate equal to the appropriate weekly rate divided by 38.

14. STAND DOWN

An employer may deduct payment for any day or part of a day on which the employee cannot be usefully employed because of a strike, stopwork meeting or any cause for which the employer cannot reasonably be held responsible.

15. NOTICE OF TERMINATION

[15 Termination of employment title changed and substituted by [PR969329](#) ppc 01Feb06]

15.1 Notice of termination by employer

15.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

15.1.2 In addition to the notice in 15.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

15.1.3 Payment in lieu of the prescribed notice in 15.1.1 and 15.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

15.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

15.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

15.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

15.1.4(c) any other amounts payable under the employee's contract of employment.

15.1.5 The period of notice in this clause does not apply:

15.1.5(a) in the case of dismissal for serious misconduct;

15.1.5(b) to apprentices;

15.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

15.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

15.1.5(e) to casual employees.

15.1.6 Continuous service means service under an unbroken contract of employment and includes any period of leave or absence authorised by the employer or by the award. An authorised period of unpaid leave does not break an employee's continuity of service but does not otherwise count as service.

15.2 Notice of termination by an employee

15.2.1 In order to terminate their employment, weekly employees will give to the employer one week's notice and a monthly employee one month's notice as the case may be.

15.2.2 Notice may be given at any time during the week or month as the case may be.

15.2.3 If the employee fails to give the required notice, the employee will forfeit the amount of salary equivalent to the notice not given.

15.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

15.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 15A - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

15A. REDUNDANCY

[15A inserted by [PR969329](#) ppc 01Feb06]

15A.1 Definitions

15A.1.1 Business includes trade, process, business or occupation and includes part of any such business.

15A.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

15A.1.3 Small employer means an employer who employs fewer than 15 employees.

15A.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

15A.1.5 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

15A.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

15A.3 Severance pay

15A.3.1 An employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay

Period of continuous service	Severance pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 15A.1.

- 15A.3.2** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 15A.3.3** Continuity of service shall be calculated in the manner prescribed by clause 15.1.6.
- 15A.3.4** Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

15A.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 15 - Notice of termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

15A.5 Alternative employment

- 15A.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 15A.5.2** This provision does not apply in circumstances involving transmission of business as set in 15A.7.

15A.6 Job search entitlement

- 15A.6.1** During the period of notice of termination given by the employer in accordance with 15.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 15A.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

15A.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 15.3.

15A.7Transmission of business

15A.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

15A.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

15A.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

15A.7.2 The Commission may vary 15A.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

15A.8Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks;
- casual employees; or
- employees of a small employer.

15A.9Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

PART 5 - WAGES AND RELATED MATTERS

16. RATES OF PAY

16.1 The salary ranges for employees covered by this award will be as follows:

16.1.1 Juniors

Age	Percentage of 1st Year of Service for Level 1 Adults
At 16 Years and Under	50%
At 17 years	55%
At 18 Years	65%
At 19 Years	75%
At 20 Years	90%

Where junior employees are appointed to a position which is classified in Level 2 or Level 3 of this award, they will be paid the adult rate applicable to the position. Provided however, where junior employees are not performing the full range of duties of the Level 2 or Level 3 position, then they will be paid the appropriate junior percentage of the first year rate of the level for the position.

16.1.2 Classification and wage structure

[16.1.2 substituted by [R6991](#); varied by [R9334](#); substituted by [S7562](#) [S7755](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#) [PR959872](#); Clerical and salaried staff title changed and substituted by [PR961750](#) ppc 19Aug05]

16.1.2(a) Introduction

- 16.1.2(a)(i) This clause contains descriptors covering six levels (A – F).
- 16.1.2(a)(ii) Each level contains generic descriptors of the skill level required and some indicative duties performed at the level.
- 16.1.2(a)(iii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of the Award, provided that such duties are not designed to promote de-skilling.

16.1.2(b) Applying the skill descriptors

- 16.1.2(b)(i) Positions should be evaluated as a whole after being revised against the generic descriptors and tested against the typical duties.

- 16.1.2(b)(ii)** The generic descriptors are on a graduated scale. When determining what classification level to classify an employee at, the parties should determine the skills required by the employee to perform their job in the enterprise.
- 16.1.2(b)(iii)** If skills are identified which are not regularly used by an employee the following provisions apply:
- 16.1.2(b)(iv)** When the skills and knowledge are regarded as part of the employee's duties, then they count towards the employee's classification.
- 16.1.2(b)(v)** When the skills and knowledge are not regarded as part of the employee's duties, and are only used when the employee is specifically requested to do so, or is temporarily transferred to a different position, the higher duties clause in the award should be used.
- 16.1.2(b)(vi)** Employees who are new to the enterprise shall be classified at a level consistent with the skills and knowledge they are required to exercise in their role.
- 16.1.2(b)(vii)** Progression through the structure will not be based upon years of service but subject to the demonstration of skills, knowledge, and accountability appropriate to a higher level.

16.1.2(c) Generic descriptors

The generic descriptors outline in general terms the knowledge, problem solving and accountability required to complete the job in a satisfactory manner.

16.1.2(c)(i) Knowledge

This part covers the knowledge and skill required to complete the job in a satisfactory manner. It includes both the level and type of knowledge and experience.

16.1.2(c)(ii) Problem solving

This part covers the complexity inherent in the problem solving. It includes:

- the extent to which guidance is available and the extent to which rules and precedents apply,
- the level of analysis required and
- the extent to which judgement is required.

It includes both degree of difficulty and freedom to think.

16.1.2(c)(iii) Accountability

This part covers the extent to which the position:

- is accountable for producing an identifiable, measurable end result during a defined time frame, and
- has the authority to act and to approve or make decisions.

It includes:

- the type and extent of impact over organisational resources,
- freedom to act,
- impact on end result, and
- the scope and breadth of responsibility, including degree of responsibility for the work of others.

16.1.2(c)(iv) Typical duties

- The typical duties provide assistance in interpreting the generic descriptors. These duties are representative of core functions and activities performed at a particular level. The clause does not contain an exhaustive list of duties.
- The typical duties are cumulative so skills at a lower level may be required at a higher level although they may not specifically be mentioned.
- At the lower levels of the structure (where jobs are typically less specialised), it may be appropriate to analyse typical duties as against customer service and/or, airline industry and/or, business/financial and/or, technology.
- Airline Industry – describes typical duties for job functions which are in the airline industry.
- Customer Service – describes typical duties for employees whose primary job function involves client/customer contact. An employee engaged within this business unit will demonstrate appropriate customer service and communication skills as a basic requirement.
- Business/Financial – describes typical duties for employees whose primary job function is in a supporting role for the business and has limited or no direct customer contact. This unit encompasses accounting duties and payroll, and at a higher level, the preparation of financial reports and budgets.

- Technology – describes typical duties for employees required to demonstrate an understanding of information technology processes and systems from the user perspective. Employees engaged at lower levels may be required to understand and operate IT systems in the context of their broader job role. At higher levels, employees have a more specialised role that may require demonstrated knowledge in areas such as trouble-shooting and the maintenance of IT systems within the enterprise.

16.1.2(d) Wage structure

Band	Relationship to CIO	\$
A	94%	32,595
B	100%	34,619
C	110%	37,993
D	125%	43,053
E	145%	49,800
F	155%	53,173

16.1.2(e) Band A

Band A is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no industry experience can gain competency in the basic industry skills and skills required by the employer. At this level those basic industry skills are identified under Airline Industry. The substantive positions at this level are also detailed in the typical duties descriptors.

16.1.2(e)(i) Knowledge

The work at this level is standardised and highly structured. Usually, work will be performed within established routines, methods and procedures.

16.1.2(e)(ii) Problem solving

Work is performed following set procedures or operating guidelines.

Employees at this level perform tasks using a limited range of skills and knowledge acquired through education, training and working under direct supervision.

16.1.2(e)(iii) Accountability

Work is regularly checked or monitored and is subject to regular evaluation.

16.1.2(e)(iv) Typical duties

Airline Industry	<p>Knowledge of company structure, products and customers Provides assistance after identifying passenger needs Maintains security of information Apply lounge access policy and greets passengers at reception Assist with international arrivals and departures Identifies customer/passenger profiles Entry level for eventual Band B positions where employees need to gain competency in basic industry skills and skills required by the employer in cargo operating systems or the reservations operating system or check-in functions It is expected that to gain competency in these areas will take no more than 6 months. New employees to the enterprise will also be engaged consistent with the probationary provisions of the Award</p>
Customer Service	<p>Identify customer needs and re-direct enquiries where appropriate Identifies key functions and personnel Provides information from own function area</p>
Technology	<p>Operate computer applications and office equipment appropriate to the task to be completed Demonstrates knowledge of basic PC skills Open computer file, retrieve and copy data</p>
Business/Financial	<p>Carries out simple banking activities General data entry Applies office procedures, including administration duties Handles incoming/outgoing mail and distributes accordingly Operate switchboard systems and data entry General administration duties including filing, photocopying, collating and faxing information Meet and greet guests, issue guest passes, re-direct enquiries where appropriate.</p>

16.1.2(f) Band B

16.1.2(f)(i) Knowledge

An employee at this level will exhibit knowledge of the industry in which the enterprise operates and be able to provide more detailed advice and information on the organisation's products/services than at Band A.

16.1.2(f)(ii) Problem solving

The ability to make judgments between clearly defined alternative actions is required at this level.

The work is more varied and less structured than positions at Band A. An employee in Band B is able to make general decisions.

16.1.2(f)(iii) Accountability

Employees at this level will perform work subject to regular evaluation and monitoring.

An employee at this level may assist staff in their own work group or team, including buddy training (as directed), but is not accountable for the work of others.

16.1.2(f)(iii) Typical duties

Airline Industry	Check-in (including groups) - collect ticket coupon, tag baggage, issue boarding passes, check passports and visas, accept and weigh bags, and collect excess baggage charges where appropriate Perform appropriate cargo functions including retrieval and checking of documentation from aircraft Report and trace lost and damaged baggage and baggage that arrives without a passenger Apply safety and security procedures to the loading of freight Performs functions as directed at customer service desk including flow forward, standby, upgrades, and implement delay handling procedures under direct guidance Provide information on itineraries, fares and fare rules Utilise airline ticketing system to quote issue and re-issue tickets as appropriate
Customer Service	Handles inquiries, complaints and problems and follows up when appropriate Actions customers/passengers needs. Attempt first call resolution to customer queries Convert telephone customer enquiries to sales for revenue by suggesting appropriate predefined alternatives to maximise selling opportunities
Technology	Applies knowledge of various systems and software applications. Familiarity with MS Office functions Receives and processes any requests for information

	Inputs and accesses information and performs routine functions on computer based systems appropriate to the position Edit and save information
Business/ Financial	Prepares and records general accounting documents including cheques and invoices Prepares statements for debtors Carries out simple bank reconciliation Reconciles statements for debtors Posts journals to ledgers Receives and documents payments/takings such as: receiving money, paying out petty cash, balancing own float at end of day and entering data Actions telephone, oral and written requests for information and handles general correspondence. Follows up and records outstanding accounts Processes invoices and follow-up payment for invoices

16.1.2(g) Band C

16.1.2(g)(i) Knowledge

Employees in Band C utilise a greater depth or breadth of knowledge of product, company policies, procedures and standards as defined in the enterprise than at Band B.

16.1.2(g)(ii) Problem solving

They may be required to co-ordinate the work of others and some discretion and judgment is required. An employee at this level may assist in developing solutions for operational problems within the area of responsibility.

16.1.2(g)(iii) Accountability

An employee at this level will perform work under limited supervision with checking related to overall progress and defined outcomes.

An employee at this level may assist with training as required through demonstration and explanation, but is not accountable for the work of others.

16.1.2(g)(iv) Typical duties

Airline Industry	Book and coordinate special cargo arrangements Responsible for securing the arrival, stowage and dispatch of valuable cargo
	Performs functions at customer service desk including flow forward, standby, upgrades, and implement delay handling procedures with limited or no guidance Ability to construct and quote complex and/or non automated fares and/or taxes and issue all ticketing documentation including manual tickets as required
Customer Service	Clarifies specific needs of clients/other employees and follows up where necessary Identifies options for resolution and acts within defined parameters Conducts research as directed regarding customer trends
Technology	Applies detailed knowledge of various systems and software applications to create and maintain generic databases such as Microsoft Access or Excel Ability to use skills for system backup and support Trains others in the use of office systems and equipment Identifies and/or rectifies minor faults in equipment Creates and maintains generic databases
Business/ Financial	Administers cash handling procedures Co-ordinates appointments and related follow-up action Organises business itineraries/meetings and conferences Creates and maintains generic databases Identifying discrepancies and resolving discrepancies, within operating guidelines Prepares and reconciles airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report

16.1.2(h) Band D

16.1.2(h)(i) Knowledge

Employees at this level require well-developed analytical, decision-making and communication skills and the ability to offer end-to-end solutions.

16.1.2(h)(ii) Problem solving

Employees exercise discretion and judgement within the range of their skills and knowledge, which may be varied or highly specific.

16.1.2(h)(iii) Accountability

Employees at this level are responsible and accountable for their own work in meeting prescribed deadlines, performance and targets. Employees in Band D may be responsible for the supervision of others and coordinating those within the team

The employee may be called upon to monitor work quality and performance of those in lower grades and assist managers with assessing staff performance.

16.1.2(h)(iv) Typical duties

Airline Industry	Responsibility for weight and balance function (including production of load sheets) for single aircraft type / own airlines requirements Provides detailed information and advice. Initiates and organises delay handling procedures
Customer Service	Implement new/improved systems, as directed Maintains professional relationships with customers Assists in coordinating staffing resources at operational areas Handles sensitive inquiries with tact and discretion Identifies options for resolution and takes appropriate action Resolves customer complaints Research and collate data from various sources Recognise trends in client requirements. Identifies and uses alternative information source/s. Determine problems and potential problems and takes corrective action
Technology	Participates in evaluation of computer systems and programmes. Defines, clarifies and analyses data from database. Follows procedures for security of information systems. Uses a range of computer software applications to produce reports Assist and train network users
Business/ Financial	Administers and processes payment of wages and salaries to ensure compliance with legislative requirements. Ensures quality of payroll system Investigates anomalies in ledger account reconciliation and journal entries to ensure compliance with standard procedure Carries out more complex bank reconciliation Follow-up on outstanding debts Assists in the preparation of rosters and general work allocation Monthly reconciliation of ledgers and accounts as per company procedure and appropriate internal and external follow-up where necessary

16.1.2(i) Band E

16.1.2(i)(i) Knowledge

Employees in Band E apply specialised knowledge with substantial depth in some areas. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.

16.1.2(i)(ii) Problem solving

There is scope for staff to exercise initiative and discretion at this level in applying knowledge of procedures, policies and precedents.

16.1.2(i)(iii) Accountability

Employees at this level are not closely supervised. Supervision is largely by checking overall progress and assistance may be available upon request.

An employee at this level may be accountable for planning and coordinating resource requirements within the work group. They may be accountable for developing and coaching team members, including assisting in conducting performance appraisals and formal counseling.

16.1.2(i)(iii) Typical duties

Airline Industry	Organise and monitor customer service procedures to ensure on-time aircraft departure Supervise and coordinate the customer service team on a shift to achieve prescribed outcomes Awareness of company legal obligations such as OH&S and environmental legislation
Customer Service	Identifies opportunities to generate revenue from internal/external sources Assist with the development and implementation of new/improved systems Monitors and reports on third party providers Resolves disputes and difficult situations, when required Implement company policies and procedures Provides recommendations on changes to current service provision and resource allocation where appropriate Drafts report and correspondence containing recommendations, where appropriate Conducts in-depth research from various sources

	<p>Ensure department Key Performance Indicators are met</p> <p>Coordination of customer service team including coordinating daily staffing levels, providing feedback and providing input into performance planning and review.</p> <p>Assists with the development and implementation of targeted sales and marketing activities</p>
Technology	<p>Updates and maintains information systems</p> <p>Designs specialised document formats</p> <p>Maintains security of information systems</p> <p>Evaluates computer systems and programmes when required</p> <p>To determine future technological resource requirements</p> <p>Assist with the development of options for future strategies</p>
Business/ Financial	<p>Ensures quality and integrity of payroll system</p> <p>Assists with the preparation of financial reports</p> <p>Drafts financial forecasts and budgets</p> <p>Undertakes and documents costing procedures</p> <p>Control of tax matters</p> <p>Pursues debt collection in accordance with credit policy</p> <p>Assist in the development and review of accounting practices and company policies to ensure adequate internal controls</p> <p>Ensure staff are adequately trained in company processes</p> <p>Assist in updating training modules to ensure service standards are met</p> <p>Responsibility for delivering training and developing and conducting training needs analysis</p>

16.1.2(j) Band F

16.1.2(j)(i) Knowledge

Positions at this level require greater adaptability in problem solving, such as the modification of existing practices and procedures.

16.1.2(j)(i) Problem solving

Employees at Band F are able to solve problems by identifying and assessing internal and external factors impacting on service delivery; and using judgment to find the best solution.

16.1.2(j)(i) Accountability

An employee at this level may have responsibility for providing support to managerial staff through ensuring that the work team meets set objectives and in the development of business strategies.

Functions at this level may entail responsibility for operations and/or staff and require highly developed supervisory skills.

16.1.2(j)(i) Typical duties

Airline Industry	Responsible for initial incident investigation Ensure all flights are well managed ensuring all revenue opportunities Project future roster requirements and create long-term rosters. Evaluate opportunities for direct sales ensuring maximum yield and revenue
Customer Services	Establishes and maintains a small relationship network Advises, consults and/or liaises with staff, customers and suppliers on a range of issues Develop and implements new/improved systems Resolves disputes and difficult situations between employees Represents company at meetings, as directed Assists with the development of options for future strategies Identifies need for research and documentation Analyses information, reviews recommendations and implements outcomes, where applicable. Assists with planning to match future requirements with resource allocation Provides advice to more senior management Coordinate customer service training Ensures company compliance with legislative requirements such as OH&S and environmental legislation
Technology	Identifies business requirements and works with IT specialists and managers to develop new applications/systems to support the business
Business/Financial	Prepares standardised board reports Finalises financial forecasts and budgets where required Investigate and interpret budgetary and account movements Report on actual budgetary movements and predicted trends to broader management team

16.1.2A Transitional arrangements

[16.1.2A inserted by [PR961750](#) ppc 19Aug05]

16.1.2A(a) Following the variation to the Award to incorporate the new classification structure, there will be a translation period of three months. During this period, organisations must classify employees using the new classification structure.

16.1.2A(b) The following principles are applicable to the translation of employees from the old classification structure to the new structure.

16.1.2A(b)(i) Any wage increases which result from the implementation of the new classification structure are operative from the date which the employer translates the relevant employee to the new structure. This date should be no later than the expiry of the three-month translation period.

16.1.2A(b)(ii) An employee is not entitled to a wage increase where their actual rate of pay is higher than the award rate of pay under the Award for the relevant new classification. This principle applies regardless of the date of translation from the old to the new classification structure and regardless of whether or not such translation occurs during the three-month translation period.

16.1.2A(b)(iii) If immediately prior to the variation to the Award being made, an employee was receiving a salary in accordance with this Award which was greater than the minimum rate for the new classification level, the employee will continue to be paid no less than this higher salary until the salary for the minimum rate for the classification level for their position equals or exceeds that salary. This clause does not apply to employees covered by enterprise agreements whether current or expired.

16.1.2A(c) A final order will issue from the Australian Industrial Relations Commission six months from the date of this Order being issued. During this six-month period, the parties will continue to review the classification structure to ensure that implementation has been appropriate, and to determine whether any modifications are necessary. The parties will also develop a final translation structure preserving current rates and recognising anomalies.

16.1.2A(d) Any disputes arising in relation to the interpretation or implementation of the structure shall be dealt with through the application of the Disputes Resolution Procedure in clause 11 of the Award.

16.1.2A(e) The implementation of this new classification structure will have no effect on employees whose salary and conditions are the subject of approved enterprise agreements, whether current or expired, that have an alternative classification or salary structure. This Award salary translation will also have no effect on gradings or levels determined in these enterprise agreements. This classification structure also does not preclude the introduction of alternative classification or salary structures in enterprise bargaining agreements agreed after the Award variation.

[16.1.3 inserted by [R6991](#) ppc 25Jun99; substituted by V002 [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

16.1.3 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

16.2 Salary progression - increments

16.2.1 With the exception of employees on higher duties any employee who has received a particular salary for a period of twelve months will be paid the next higher rate of salary prescribed for the employee's respective salary range.

16.2.2 If an employee acts in a position for which they receive a higher duties allowance under 16.4, and within a three month period of acting in that position, is appointed to that position, the period which the employee acted immediately preceding their appointment will be counted as service for the purpose of determining the employee's salary and incremental date.

16.3 Higher duties

16.3.1 Where the employer appoints a person to act in place of another and more senior employee, the person acting in the relief capacity will be paid an allowance as prescribed under this clause. Provided such higher duties continue for five or more consecutive working days.

16.3.2 Higher duties and payment of relieving allowance will not apply automatically. If a given position becomes vacant, the requirement to fill that position on an acting higher duties basis will be determined by the employer having regard to its operational requirements.

- 16.3.3** Relieving Allowance will be equal to the difference between the employee's current salary and the first year rate of the salary for the position in which the higher duties are being performed. Higher duty payments will not be automatically aligned with the salary of the permanent incumbent of the position in which the higher duties are being performed.
- 16.3.4** Where employees are not required to accept the full responsibilities of a more senior position in which they are acting, they will be paid a partial higher duties allowance. Such partial allowance will be determined by the employer and advised to the employee in writing.

17. ALLOWANCES

17.1 Disability allowance

17.1.1 If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employee/s are required to work, the Union or other employee representatives may claim the allowances prescribed in 17.1.2 and 17.1.3 on behalf of affected employees, to be paid from the date of the claim.

[17.1.2 varied by [R7009](#) [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

17.1.2 If the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours - an allowance of 62 cents per hour will apply.

[17.1.3 varied by [R7009](#) [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

17.1.3 If the construction work involves noise and dust to a limited degree due to alterations, and/or the removal or installation of plant and machinery and a marked reduction in work space - an allowance of 35 cents per hour will apply.

17.1.4 The allowance will not be included with the wage rates for all purposes of this award.

17.1.5 These amounts will be reviewed regularly. If, upon review, the parties are unable to reach agreement, the matter will be referred to the Commission for determination.

17.2 Transport allowance

[17.2.1 varied by [PR918635](#) [PR932633](#); [PR959872](#) ppc 05Jul05]

17.2.1 An employee employed as a shiftworker at an airport will be paid a transport allowance of \$6.04 for each ordinary shift worked which commences or finishes after 7.00 p.m. and before 7.00 a.m.

[17.2.2 varied by [PR918635](#) [PR932633](#); [PR959872](#) ppc 05Jul05]

17.2.2 An employee employed at an airport will be paid a transport allowance of \$6.04 if the employee works overtime between 7.00 p.m. and 7.00 a.m. and the overtime is continuous with their normal hours of duty.

17.2.3 An employee is not entitled to a transport allowance if the employee is provided with transport; or the employee is reimbursed for transport.

17.3 District allowance

If an employee is working on the mainland of Australia north of the 20th parallel of south latitude, the employee will be paid a district allowance at the rate prevailing under the appropriate Australian Public Service regulation from time to time.

18. PAYMENT OF SALARIES

18.1 Period and method of payment

- 18.1.1** Except where it has been agreed otherwise, wages will be paid fortnightly.
- 18.1.2** By agreement between an employer and the majority of employees in the relevant enterprise, wages may be paid monthly.
- 18.1.3** Payment for overtime worked within the week before payday need not be paid until the succeeding payday.
- 18.1.4** Wages will be paid by cheque or direct transfer into the employee's nominated account.

18.2 Payment of wages on termination of employment

On termination of employment, wages due to an employee will be paid on the day of termination or not later than the following working day. By agreement with the employee, wages due on termination may be paid on the next normal payday.

PART 6 - HOURS OF WORK, SHIFTWORK, MEAL BREAKS, OVERTIME AND SUNDAY WORK

19. HOURS OF WORK

19.1 Hours of work - daywork and shiftwork

- 19.1.1** The hours of work of a full-time employee will average 38 per week.
- 19.1.2** The average of 38 hours per week are to be worked over a cycle not exceeding 28 days.
- 19.1.3** An employer and a majority of employees in a section or sections of the enterprise may agree to work ordinary hours over a cycle in excess of 28 days.

19.2 Day work

19.2.1 General arrangements

- 19.2.1(a)** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- 19.2.1(b)** The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of ordinary hours may be altered by up to one hour at either end of the spread, by agreement between the employer and an individual employee.
- 19.2.1(c)** Any work performed outside the agreed spread of hours is to be paid for at overtime rates.

19.2.2 Arranging ordinary hours

Subject to an employer's right to fix the daily hours of work for day workers from time to time within the spread of hours prescribed in 19.2.1 and an employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees regarding the arrangement of their working hours.

19.2.3 Variable length shifts

Employees covered by this award may be required to work variable length shifts, the duration of which will not be less than four hours and not more than twelve hours.

19.3 Shiftwork

19.3.1 A shiftworker will not work more than six shifts in any seven consecutive days unless the employer and the employee agree.

19.3.2 Shift work penalty rates

Subject to any arrangements entered into in accordance with 21.1, shiftworkers will be paid the following shift penalty rates:

For all shifts worked on Saturday time and a half

For all shifts worked on Sunday double time

For all shifts worked on public holidays, except Christmas Day and Good Friday double time

For all shifts worked on Christmas Day and Good Friday double time and a half

19.3.3 Shift loadings

The following loadings will be paid in addition to ordinary rates for all shifts worked between 0001 hours Monday and 2400 hours Friday:

[19.3.3(a) substituted by [R7009](#) from 15Jan99]

19.3.3(a) Early Morning Shifts commencing from 4.00 a.m. to before 7.00 a.m. – 15%

[19.3.3(b) substituted by [R7009](#) from 15Jan99]

19.3.3(b) Early morning shift (Mascot only) commencing at or before 6.00 a.m. – 17.5%

19.3.3(c) Early morning shift commencing between midnight and 4.00am – 22.5%

19.3.3(d) Afternoon shift finishing after 7.00pm and at or before midnight – 15%

19.3.3(e) Night shift finishing after midnight and at or before 8.00am – 22.5%

[19.3.3(f) varied by [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

19.3.3(f) Shiftworkers who work afternoon and night shifts on weekends and public holidays will be paid an additional \$8.52 per shift.

19.3.4 Shiftwork rosters

19.3.4(a) The following definitions will apply to shiftwork:

- **Change of Roster** means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern.
- **Change of Shift** means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern.
- **Continuous Work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

19.3.4(b) Shiftworkers will work at such times as the employer directs subject to the provisions of this clause.

19.3.4(c) An employee will not be required to work more than one shift per day, except at the change-over of shifts.

19.3.4(d) An employee will have at least ten hours break between shifts. If any employee does not have a ten hour break between shifts, the employee will be paid at overtime rates until the employee is released from duty and will have a ten hour break before resuming work.

19.3.4(e) Shiftwork rosters will specify the starting and finishing times of ordinary working hours of shifts. Employees will be given at least seven days notice of any change to their shift work rosters. No notice is required if the shiftwork roster has been varied by agreement between the employer and the employee/s.

19.3.4(f) If shiftworkers are required to change their roster, the employee will be given at least two days notice of the change. If this notice is not given, the shiftworker will be paid for the shifts worked during the two day period at the rate of double time.

19.3.5 Night shift loading

Employees who:

- work night shift only during a period of engagement on shiftwork; or
- remain on night shift for more than four consecutive weeks; or
- work on a night shift which does not rotate with another shift or with day work so that shiftworkers do not have at least one-third of their working time off night shift in each roster cycle,

will be paid a loading of 30% for all time worked during ordinary working hours on such night shifts.

19.3.6 Afternoon and night shift

If a shiftworker works on afternoon or night shift which does not continue for at least five consecutive afternoons or nights, they will be paid at the rate of time and a half for those shifts.

19.3.7 Calculation of ordinary hourly rate

[19.3.7 varied by [PR961750](#) ppc 19Aug05]

Except with respect to overtime penalties prescribed by clause 21 - Overtime, for the purpose of this clause, the ordinary hourly rate will be obtained at all times by dividing the annual salary by 1976 and adding to the result the shift premium prescribed in this clause; provided that when an employee's salary is in excess of the maximum of Band D, the ordinary rate for calculating the shift premium will be obtained by dividing the maximum of Band D salary by the said 1976 and obtaining therefrom the prescribed shift premium.

19.3.8 Bands A-C - shiftworkers

[19.3.8 varied by [R7009](#) [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05; [PR961750](#) ppc 19Aug05]

An employee in Bands A-C engaged on shiftwork who in any roster week is required to work on one or more shifts at starting times which are, in three or more cases at least 30 minutes different each from the other, will be paid \$3.38 extra for each such starting time in excess of two.

20. MEAL BREAKS

20.1 Meal breaks - daywork and non-continuous shiftwork

Employees will receive an unpaid meal break of between 30 minutes and one hour on each of the days Monday to Friday inclusive. An employee will not be required to work for more than five hours (or, by agreement, six hours) without a meal break. The meal break will be taken at a time between 11.00 a.m. and 2.00 p.m. agreed between the employer and the employee.

20.2 Meal breaks - continuous shiftwork

Shiftworkers will be allowed a paid meal break of 30 minutes each shift which will be counted as time worked. An employee will not be required to work for more than five hours (or, by agreement six hours) after commencing an ordinary shift without a meal break.

20.3 Meal breaks - overtime

[20.3.1 varied by [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

20.3.1 Employees who are required to work one hour's overtime before their normal starting time or after their normal finishing time will be supplied with a meal by the employer or paid an amount of \$8.60 and allowed a meal break of 30 minutes which will be paid at the appropriate overtime rate of pay.

[20.3.2 varied by [R6991](#) [S7562](#) [PR905706](#) [PR918635](#) [PR932633](#) [PR948515](#); [PR959872](#) ppc 05Jul05]

20.3.2 An additional meal break of 30 minutes which will be paid at the appropriate overtime rate, will be allowed in respect of each additional four hours' overtime worked prior to the employee's normal starting time or after the employee's normal finishing time. Employees will be supplied with a meal for each meal break allowed or paid an amount of \$8.60 in lieu thereof.

20.3.3 An employee and employer may agree to a variation of the provisions of 20.3.1 and 20.3.2 hereof to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any meal break allowed in excess of 30 minutes.

20.3.4 Each meal break taken in accordance with this subclause will be paid at the appropriate overtime rate, but will not count as overtime for the purpose of calculating an employee's entitlement to such meal breaks and/or meal money.

21. OVERTIME

21.1 Penalty rates

21.1.1 Dayworkers

Except where otherwise provided in this award for all work done outside ordinary hours, the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until completion of the overtime worked.

21.1.2 Shiftworkers

All time worked in excess of or outside the ordinary working hours prescribed by clause 19 - Hours of Work, or on a shift other than a rostered shift, will be paid at the rate of double time except when the time is worked for the purpose of effecting the customary rotation of shifts.

21.1.3 Overtime will not be paid when the time is worked by arrangement between the employees themselves with the approval of the head of the section.

21.1.4 In computing overtime each day's work will stand alone except as otherwise provided in this clause.

21.1.5 In computing the number of hours worked per week, any leave with pay will be treated as time worked.

[21.1.6 varied by [PR961750](#) ppc 19Aug05]

21.1.6 For the purpose of this award, in calculating overtime penalty rates, an employee's annual salary will be divided by 1976 to obtain the ordinary hourly rate. The maximum ordinary hourly rate so derived will not exceed the result of dividing the maximum salary of Band D by 1976.

21.1.7 Except in unavoidable circumstances, all overtime worked during a pay period will be paid for not later than the pay day for the next pay period.

21.2 Rest period after overtime

21.2.1 Employees who works so much overtime between the termination of their ordinary duty on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this sub-clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.2.2 If, on the instructions of the employer, such employees resume or continue work without having had ten such consecutive hours off duty, they will be paid at double rates until they are released from duty for such period and they will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring such absence.

- 21.2.3** Where the employer and employee agree to reduce the break to not less than eight hours, any payment due to the employee in respect of ordinary working time occurring during such absence will be adjusted accordingly.

21.3 Transport allowance

Where an employee ceases work at a time when the usual or reasonable means of conveyance is not available, the transport allowance prescribed under 17.2 will be paid. Payment will not be made if the employee is provided with transport.

21.4 Recall to duty

- 21.4.1** Employees recalled to work overtime after leaving the employer's premises or, in the case of a shiftworker after their normal finishing time (whether notified before or after leaving the premises) will be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled. This subclause will not apply in cases where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary working time.
- 21.4.2** Employees working on a call-in or a rostered day off, provided four hours actual work is performed, will be provided with a meal or paid as prescribed in 20.3.
- 21.4.3** Overtime worked in the circumstances specified in this subclause will not be regarded as overtime for the purpose of 21.2, where the actual time worked is less than four hours such recall or on each of such recalls.

21.5 Overtime - maximum payments

[21.5.1 varied by [PR961750](#) ppc 19Aug05]

- 21.5.1** Overtime will not be paid to employees receiving salaries in excess of the maximum for Band E, except the meal allowance prescribed in 20.3.
- 21.5.2** Except in special circumstances, no employee will work overtime unless properly authorised beforehand.

21.6 Time off in lieu of overtime

- 21.6.1** All overtime worked by employees covered by this award will be paid at the appropriate penalty rate. Provided, however, where the employee and the employer agree, an employee may take time off in lieu of such overtime. Such time off will be paid at the ordinary time rate of pay.
- 21.6.2** Where time off in lieu of overtime is taken, the employee/s will be allowed free of duty the number of hours worked on overtime.
- 21.6.3** Time off in lieu of overtime will be given and taken within 28 days of the occurrence of the overtime. Where time off in lieu is not granted within the prescribed period, the time off will be added to the employee's annual leave.

- 21.6.4** The allocation of overtime will not be influenced by an employee's preference to be paid for overtime worked or to take time off in lieu thereof.
- 21.6.5** The employer's salary and attendance records will specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.

21.7 Reasonable Overtime

[21.7 inserted by [PR969329](#) ppc 01Feb06]

- 21.7.1** Subject to clause 21.7.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 21.7.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 21.7.2(a)** any risk to employee health and safety;
 - 21.7.2(b)** the employee's personal circumstances including any family responsibilities;
 - 21.7.2(c)** the needs of the workplace or enterprise;
 - 21.7.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 21.7.2(e)** any other relevant matter.

22. SUNDAY WORK

- 22.1** Employees required to work on Sundays will be paid for a minimum of four hours. If more than four hours are worked, the employee will be paid for the total time worked.
- 22.2** Employees who work on Sunday will be paid at the rate of double time for all time worked or, by mutual agreement, be given time off in lieu. Such time off will be given within 28 days; if not practicable, the time off in lieu will be added to the employee's annual leave. This does not apply to employees who are shiftworkers and who regularly work on Sundays and public holidays.
- 22.3** Employees who work on a Sunday and (except for meal breaks) immediately thereafter continue such work will, on being relieved from duty, be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence. The employer and employee may agree that the break will be reduced to eight hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

23. ANNUAL LEAVE

23.1 Annual leave entitlement

An employee is entitled to 28 consecutive days' leave after completing twelve months' continuous service, less the period of annual leave.

23.2 Annual leave entitlement - seven day shift workers

23.2.1 Seven day shift workers who are rostered to regularly work Sundays and public holidays are entitled to an additional seven consecutive days' leave (including non-working days) at the end of each year of continuous service.

23.2.2 If an employee only works for part of the twelve month period as a seven day shift worker, the employee is entitled to have the period of 28 consecutive days' leave increased by half a day for each month the employee works as a seven day shift worker.

23.3 Payment for annual leave

23.3.1 In addition to their ordinary pay, a day worker will be paid a loading of 17.5%.

23.3.2 In addition to their ordinary pay, shiftworkers will be paid a loading of 17.5% or the shift penalties/loadings prescribed in 19.3.3 had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%. If the shift loadings referred to in 19.3.3 are less than 17.5%, then employees will be paid the loading of 17.5% in lieu of their shift loadings.

23.3.3 The loading prescribed by this sub-clause will not apply to proportionate leave on termination.

[23.3.4 varied by [PR961750](#) ppc 19Aug05]

23.3.4 Annual leave loading will not apply to employees in receipt of a salary in excess of the maximum of Band E.

23.3.5 Annual leave loading may be paid annually or on the anniversary of an employee's date of appointment.

23.4 Time of taking annual leave

[23.4.1 varied by [PR970099](#) ppc 17Mar06]

23.4.1 Annual leave will be given and taken by the employee within two years of its becoming due.

[23.4.2 substituted by [PR970099](#) ppc 17Mar06]

23.4.2 Annual leave will be taken at a time fixed by the employer and will be given and taken on consecutive days. However, annual leave may be taken in separate periods by agreement between the employer and employee including single day periods not exceeding a total of 10 days in any calendar year.

23.4.3 An employer will give, where practical, six weeks' notice with a minimum of four weeks' notice to the employee of the commencement of the employee's annual leave. If the employer and employee agree, the period of notice may be reduced.

23.4.4 Leave will not accumulate for more than two years.

23.5 Annual leave exclusive of public holidays

Annual leave will be exclusive of public holidays as prescribed under clause 28 - Public Holidays, of this award. If a public holiday falls within the period of an employee's annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there will be added to the employee's period of leave one day for each such holiday falling as aforesaid. The employee may elect to take a day off in lieu of the public holiday or be paid an additional eight hours pay.

23.6 Annual leave to be taken

Except upon termination of employment, annual leave will be given and taken and payment will not be made or accepted in lieu of annual leave.

23.7 Annual leave taken before due date

The employer may allow annual leave to an employee before the right thereto has accrued but, where leave is taken in such a case, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which annual leave has been taken before it accrued. When leave has been granted to an employee before the right thereto has accrued and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment, 1/12th of the amount of salary paid on account of the annual leave, which amount will not include any sums paid for any of the public holidays prescribed by clause 28 - Public Holidays.

[23.7 Australian Security Identity Card inserted by [PR970706](#); [PR970706](#) cancelled by [PR972072](#) ppc 24Mar06]

23.8 Calculation of continuous service for annual leave

For the purpose of this clause, service will be deemed to be continuous Despite absence due to leave granted by the employer on account of the employee's personal injury or illness or other leave lawfully granted; or any interruption or termination of the employment by the employer if that interruption or termination was done with the intention of avoiding the employer's obligation under this clause; or any absence with reasonable cause, proof of which lies with the employee.

23.9 Proportionate annual leave on termination

If an employee lawfully leaves their employment after one month's continuous service or their employment is terminated by the employer through no fault of the employee, they will be paid at their ordinary rate for 1.66 days in respect of each completed month of continuous service with the employer; the service being service in respect of which leave has not been granted in accordance with this clause. For the purpose of this Subclause, the ordinary daily rate will mean the employee's annual salary divided by 260. Payment to shiftworkers on termination of employment will be at ordinary rates.

24. PERSONAL LEAVE

[24 Personal leave, including sick leave, carer's leave and bereavement leave title changed and substituted by [PR970099](#) ppc 17Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to temporary employees. The entitlements of temporary employees are set out in clause 13.3.

24.1 Definitions

24.1.1 Immediate family or household

24.1.2 The entitlement to use personal leave for the purposes of carer's leave is subject to the person being either:

24.1.2(a) a member of the employee's immediate family; or

24.1.2(b) a member of the employee's household.

24.1.3 The term immediate family includes:

24.1.3(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

24.1.3(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.2 Amount of paid personal leave

24.2.1 Paid personal leave is available to an employee, other than a temporary employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

24.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

24.2.2(a) A fulltime employee is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal leave (hours)
Less than 12 months	76
Each year thereafter	114

24.3 Accumulation of personal leave

At the end of each year of employment, unused personal leave accrues by a maximum of 52 weeks.

24.4 Effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

24.5 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

24.6 Personal leave to care for an immediate family or household member

24.6.1 Subject to 24.6.2 and 24.6.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

24.6.2 The entitlement in 24.6.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

24.6.3 Except as provided for in 24.6.4, not more than 76 (for employees who work normally 8 or less ordinary hours per day) can be used in a year by an employee for the purposes set out in 24.6.1. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

24.6.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 24.6.1, beyond the relevant limit set out in 24.6.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

24.7 Employee must give notice

24.7.1 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

24.7.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

24.8 Evidence supporting claim

24.8.1 When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

24.8.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

24.8.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

24.9 Single day absences

24.9.1 An employee who has already had two paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of a duration of one day only without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

24.9.2 An employer may agree to accept a statutory declaration in lieu of the required medical certificate.

24.9.3 Nothing in this clause limits the employer's right under 24.8.

24.10 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 24.7 and 24.8 are met.

24.11 Temporary employment

Temporary employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 13.3.

24A. BEREAVEMENT LEAVE

[24A inserted by [PR970099](#) ppc 17Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

24A.1 Paid leave entitlement

24A.1.1 Death in Australia

A full-time employee is entitled to up to 3 days bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family or household.

24A.1.2 In the event of the death of other close relatives of the employee, one day's leave may be granted by the employer on production of satisfactory evidence.

24A.1.3 Part-time employees

A part-time employee is entitled to two days bereavement leave without loss of pay, up to a maximum of 3 days on the same basis as prescribed for full-time employees in clauses 24A.1.4 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

24A.2 Unpaid bereavement leave

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 3 days unpaid leave, provided the requirements of 24A.1.1 hereof are met, and a part-time employee is entitled to take up to two day unpaid leave, to a maximum of 3 days, provided the requirements of 24A.1.3 hereof are met.

25. PARENTAL LEAVE

[25 substituted by [PR970099](#) ppc 17Mar06]

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible temporary employees, but do not apply to other temporary employees.

An eligible temporary employee means a temporary employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a temporary employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of temporary employees are not affected, other than in accordance with this clause.

25.1 Definitions

25.1.1 For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

25.1.2 Subject to clause 25.1.3 hereof, in this clause, spouse includes a de facto or former spouse.

25.1.3 In relation to clause 25.7 hereof, spouse includes a de facto spouse but does not include a former spouse.

25.2 Basic entitlement

25.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

25.2.2 Subject to 25.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

25.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

25.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

25.3 Variation of parental leave

Where an employee takes leave under clause 25.2.1 or 25.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 25.2 or the right to request in clause 25.4.

25.4 Right to request

25.4.1 An employee entitled to parental leave pursuant to the provisions of clause 25.2 may request the employer to allow the employee:

25.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 25.2.2(a) and 25.2.2(b) up to a maximum of eight weeks;

25.4.1(b) to extend the period of unpaid parental leave provided for in clause 25.2.1 by a further continuous period of leave not exceeding 12 months;

25.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

25.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

25.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 25.4.1(b) and 25.4.1(c) must be recorded in writing.

25.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 25.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

25.5 Maternity leave

25.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

25.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;

25.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

25.5.2 When the employee gives notice under 25.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

25.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

25.5.4 Subject to clause 25.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

25.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

25.5.6 Special maternity leave

25.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

25.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

25.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

25.5.7 Where leave is granted under clause 25.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

25.6 Paternity leave

25.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

25.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

25.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

25.6.1(c) except in relation to leave taken simultaneously with the child's mother under clauses 25.2.2(a), 25.2.2(b) and 25.4.1(a), a statutory declaration stating:

25.6.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

25.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

25.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.6.2 The employee will not be in breach of clause 25.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

25.7 Adoption leave

25.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

25.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

25.7.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

25.7.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

25.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

25.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

- 25.7.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 25.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 25.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

25.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 25.4.

25.9 Transfer to a safe job

- 25.9.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 25.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

25.10 Returning to work after a period of parental leave

- 25.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 25.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 25.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 25.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.11 Replacement employees

25.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

25.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

25.12 Communication during parental leave

25.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

25.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

25.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

25.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

25.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 25.12.1.

25.13 Part-time work

25.13.1 Entitlement to part-time work

With the agreement of the employer:

25.13.1(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of that date.

25.13.1(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

25.13.1(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday. In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

25.13.2 Return to former position

25.13.2(a) If employees have had at least twelve months' continuous service before commencing part-time employment under this clause, they have the right to return to their former positions when they finish the period or first period (if there is more than one) of part-time employment.

25.13.2(b) If the employee's former position no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee is entitled to be given a position as nearly comparable in status and pay to that of the former position.

25.13.2(c) The employer may permit employees to return to their former positions after a second or subsequent period of part-time employment.

25.13.3 Effect of part-time employment on continuous service

Part-time work under this clause does not break the continuity of service or employment.

25.13.4 Pro-rata entitlements

Subject to any agreement made under this award, the provisions of this award apply to part-time employees on a pro-rata basis.

25.13.5 Transitional arrangements - annual leave

25.13.5(a) If an employee is working part-time under this clause, any annual leave accrued in respect of a period of full-time employment will be paid for and taken as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.

25.13.5(b) If an employee is working full-time, any annual leave accrued in respect of a period of part-time employment worked under this clause will be paid for and taken as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

25.13.5(c) The employer and the employee may agree to shorten the period over which annual leave is taken to the extent necessary for the employee to receive pay at the employee's current full-time rate.

25.13.6 Transitional arrangements - sick leave

Employees working part-time under this clause will have their sick leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, the accrued hourly entitlement will be debited for the ordinary hours that the employee would have worked during the period of absence.

25.13.7 Part-time work agreement

25.13.7(a) Before commencing a period of part-time employment under this clause, the employer and the employee will agree:

- that the employee may work part-time; and
- the hours to be worked by the employee, the days upon which they will be worked, and the commencing times for the work; and
- the classification applying to the work to be performed;
- and the period of part-time employment.

25.13.7(b) The terms of this agreement may be varied by consent of the employer and employee.

25.13.7(c) The terms of this agreement and any variation will be in writing and retained by the employer. The employer will provide to the employee a copy of the agreement and any variation.

25.13.8 Termination of employment

25.13.8(a) The employment of an employee working part-time under this clause may be terminated in accordance with the provisions of this award.

25.13.8(b) Any period of part-time employment under this clause will be included on a pro-rata basis for the purpose of calculating the employee's entitlements upon termination.

25.13.9 Extension of hours of work

The employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary part-time hours of duty.

25.13.10 Nature of part-time work

The work to be performed part-time need not be the work performed by employees in their former positions, but will be any other work performed under this award.

25.13.11 Replacement employee

25.13.11(a) If the employer engages a replacement employee to replace an employee on part-time work, the employer will first inform that person of: the temporary nature of the employment; and the rights of the employee on part-time work.

25.13.11(b) A replacement employee may be employed part-time. A part-time replacement employee will receive pro-rata entitlements as appropriate under this award.

26. JURY SERVICE

26.1 Reimbursement for jury service

If an employee is required to attend for jury service during the employee's ordinary working hours, the employer will pay the difference between the amount received for attendance for jury duty and the amount of single time pay that would have been received if the employee had been at work, provided the latter is higher.

26.2 Notification of jury service

If an employee is required to attend for jury service, the employee will notify the employer as soon as possible of the date on which the employee is required to attend for jury service.

26.3 Proof of attendance at jury service

If an employee is required to attend for jury service, the employee will provide the employer with: proof of attendance, the duration of the attendance and the amount received for the jury service.

27. LONG SERVICE LEAVE

- 27.1** Despite the provisions of the respective State/Territory Long Service Leave Acts, an employee who has completed ten years' service with an employer may apply for long service leave at half pay for a period not exceeding twice the period of entitlement. The granting of long service leave at half pay will be at the discretion of the employer.
- 27.2** Part-time employees will accrue long service leave in accordance with the relevant State/Territory Long Service Leave provisions. Provided the combination of part-time and full-time long service leave is continuous with the same employer, long service leave will, in the case of part-time employees, be paid at the appropriate part-time rate of pay and at the full-time rate for service completed as a full-time employee.
- 27.3** Leave taken pursuant to this clause will be deemed to be long service leave for the purpose of the relevant State/Territory legislation.

28. PUBLIC HOLIDAYS

28.1 Prescribed public holidays

28.1.1 Employees other than casual employees are entitled to the following holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hour Day or Labour Day, Anzac Day, Christmas Day, and Boxing Day (except in South Australia, where employees are entitled to Commemoration Day); and one other day on the day fixed as follows (unless an alternate day is agreed to by the employer and the employee/s):

Northern Territory	Picnic Day
Queensland	Exhibition Day
Victoria	Melbourne Cup Day
New South Wales	August Bank Holiday
Western Australia	Foundation Day (State)
Tasmania	Regatta Day in Southern Tasmania and Exhibition Day in Northern Tasmania
South Australia:	(Adelaide Cup Day)
Australian Capital Territory	Canberra Day

or the appropriate Show Day in other areas or such other days as are generally observed in the locality as a substitute for any of the said days will be observed.

28.2 Certain public holidays and weekends

28.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

28.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

28.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

28.2.4 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this subclause, those days will constitute additional holidays for the purpose of this award.

28.3 Additional public holidays

Where in a State or Territory or locality within a State or Territory, an additional holiday is prescribed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

28.4 Substituted holidays

By written agreement between the employer and the employee/s, other days may be substituted for any of the public holidays prescribed in 28.1.

28.5 Payment for working on public holidays

- 28.5.1** Employees required to work on public holidays will be paid for a minimum of four hours. If more than four hours are worked, the employee will be paid for additional time worked.
- 28.5.2** Dayworkers who work on public holidays will be paid at the rate of double time and a half for all time worked or, by agreement with the employer, be given time off in lieu. Such time off will be given and taken within 28 days. If not practicable, the time off in lieu will be added to the employee's annual leave. This provision will not apply to shiftworkers who regularly work on Sundays and public holidays.
- 28.5.3** Shiftworkers who work on public holidays (except Christmas Day and Good Friday) will be paid at the rate of double time for all time worked on such public holidays. On Christmas Day and Good Friday, shiftworkers who work will be paid at the rate of double time and a half for all time worked on those days.

28.6 Rest period after public holidays

An employee who works on a public holiday will be given a break of at least ten consecutive hours between the time of finishing work and the time when the employee next commences work. An employee will not lose payment for any time lost by reason of this break. The employer and an employee may agree that eight hours may be substituted for ten hours.

28.7 Rostered day off falling on a public holiday

Should any of the public holidays fall on a day on which shiftworkers are rostered off, they will be entitled to a day off at ordinary time therefore, which day off will be available to him/her on application made to the employer and by mutual arrangement. The days off not taken as aforesaid will accumulate up to the time of taking annual leave, at which time, at the election of the employer, the day or days accumulated may either be added to the annual leave or paid for at single time at the rate of pay then applicable to the employee, provided that, by mutual arrangement, some of the accumulated days may be added to the annual leave and some paid for as aforesaid.

28.8 Stand down with pay

An employer may, with the employee's agreement, stand down on ordinary time rate of pay an employee who is a shiftworker and who, for operational reasons, cannot be usefully employed on a Public Holiday. Where an employer proposes to stand down employees as aforesaid, employees will be given seven days' notice that they will not be required for duty on the Public Holiday.

29. ACCIDENT PAY

- 29.1** Subject to the provisions of this clause, employees, upon receiving payment of Workers' Compensation in the terms of the relevant State/Territory legislation, and continuing to receive such payment in respect of a weekly incapacity within the meaning of the relevant State/Territory legislation, will be paid accident pay by the employer, which said liability by the employer for accident pay may be discharged by another person on their behalf, provided that:
- 29.2** Accident pay will only be payable to an employee whilst such employees remain in the employment of the employer and then only for such a period that they receive a weekly payment under the relevant State/Territory legislation. Where during a period where an employee is **partially incapacitated** or is **deemed to be totally incapacitated** within the meaning of 29.17 of this clause, and the employer is unable to provide suitable employment to such employee, who thereupon obtains such suitable employment with another employer, then the employer will continue to pay such Accident Pay as would have been payable had the employee continued in its employment subject to the provisions of 29.4.
- 29.3** Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, the provisions of this clause will apply only to the period of incapacity after the first two weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant State/Territory legislation) the provisions of this sub-clause will not apply unless the employee has been employed with the employer at the time of the incapacity for a minimum period of three months.
- 29.4** The maximum period of aggregate of periods of accident pay to be made by the employer will be a total of 26 weeks of any one injury as defined in 29.18 of this clause.
- 29.5** The provisions of this clause will not apply in respect of any period of other paid leave of absence.
- 29.6** Employees, upon receiving an injury for which they claims to be entitled to receive accident pay, will give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.
- 29.7** In order to receive entitlement to accident pay, an employee will conform to the requirements of the relevant State/Territory legislation as to medical examination. Where, in accordance with the relevant State/Territory legislation, a medical referee gives a certificate as to the condition of the employee regarding fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, the provisions of this clause will cease to apply to the said employee from the date of such refusal or failure to commence work.

- 29.8** Where there is a redemption of weekly compensation payments under the relevant State/Territory legislation, the employer's liability to pay benefits under the clause will cease as from the date of redemption.
- 29.9** Employees receiving or who have received accident pay will advise the employer of any action they may institute or any claim they may make for damages. Further, employees will, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.
- 29.10** Where an employee obtains a verdict for damages in respect of an injury for which benefits have been received under this agreement, the employer's liability to pay such benefits will cease from the date of such verdict; provided that, if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the employer, the employee will pay to the employer the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- 29.11** Where an employee obtains a verdict for damages against a person other than the employer in respect of any injury for which benefits have been received under this clause, the employer's liability to pay such benefits will cease from the date of such verdict; provided that, if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the employer, the employee will pay to the employer any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- 29.12** Nothing in this clause will require the employer to insure against its liability for the payment of benefits under this clause.
- 29.13** Any changes in compensation rates under the relevant State legislation will not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.
- 29.14** All rights to any benefits under this clause will cease on the death of an employee.
- 29.15** Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week, the amount will be a direct pro-rata.
- 29.16** For the purpose of this clause **Accident Pay** will mean:
- 29.17.1** In the case of an employee who is deemed to be totally incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant State/Territory legislation for the week in question and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification for work for the week in question if normal duties had been performed, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates and other similar payments will not be included.

29.17.2 In the case of an employee who is deemed to be partially incapacitated within the meaning of the relevant State/Territory legislation and arising from an injury covered by this clause, means a weekly payment of an amount of compensation paid under the relevant State/Territory legislation for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification of work for the week in question if normal duties had been performed; provided that shift premiums, overtime payments, fares and travelling allowances, special rates or other similar payments will not be included.

29.17.3 The total so calculated will be the same as that applying for a total incapacity under 29.17.1 above, provided that where an employee receives a weekly payment under this clause and subsequently such payment is reduced pursuant to the relevant State/Territory legislation, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

29.18 For the purpose of this clause **injury** will be given the same meaning and application as applying under the relevant State/Territory legislation and no injury will result in the application of accident pay unless an entitlement exists under the relevant State/Territory legislation.

29.19 Employees may be required upon engagement to inform the employer of all workers' compensation claims made by them in the previous two years. If an employee deliberately and falsely makes a statement in this connection, knowing at the time that such statement is made that it is false, the employee may forfeit the entitlement to accident pay under this clause.

29.20 For the purposes of this clause relevant State/Territory legislation means:

New South Wales

- Workers' Compensation Act 1926
- Workers' Compensation Act 1987
- Workplace Injury Management
- Workers' Compensation Act 1998

Victoria

- Workers' Compensation Act 1958
- Accident Compensation Act 1985

Queensland

- Workers' Compensation Act 1916
- Workers' Compensation Act 1990

South Australia

- Workers' Compensation Act 1971
- Workers' Rehabilitation
- Compensation Act 1986

Tasmania

- Workers' Compensation Act 1927
- Workers' Compensation Act 1988

Australian Capital Territory

- Workers' Compensation Act 1951

Northern Territory

- Workers' Compensation Act
- Work Health Act 1986

Western Australia

- Workers' Compensation Act
- Rehabilitation Act 1981

All the above Acts and Ordinances as amended from time to time.

SCHEDULE A - RESPONDENTS

Aer Lingus
Aeroflot Russian International Airlines
Aerolineas Argentinas
Air Caledonie International
Air China
Air France
Air India
Air Lanka Limited
Air Madagascar
Air Mauritius Limited
Air Nauru
Air New Zealand Ltd
Air Niugini
Air Pacific Limited
Air Vanuatu
Alitalia
All Nippon Airways Co Ltd
American Airlines Inc
Board of Airline Representatives of Australia Inc
British Airways
Canadian Pacific Airlines Ltd
Cathay Pacific Airways Ltd
Continental Airlines Inc
Czechoslovak Airlines
Emirates
Eva Airways Corporation
Finnair
Garuda Indonesian Airways
Gulf Air
Iberia Airlines of Spain
Japan Airlines
JAT - Yugoslav Airlines
KLM Royal Dutch Airlines
Korean Air
Kuwait Airways
Lan Chile Airlines
Lauda-Air
Lufthansa German Airlines
Malaysia Airlines System
Mandarin Airlines
Middle East Airlines
Northwest Airlines Inc
Olympic Airways
Pakistan International Airlines
Philippine Airlines
Polish Airlines LOT
Polynesian Airlines
Royal Jordanian Airlines
Royal Brunei Airlines
Sabena
Scandinavian Airline Systems
Sempati Air
Singapore Airlines Limited
South African Airways
Swissair Pty Limited
Thai Airways International
Trans World Airlines
Turkish Airlines
United Airlines Incorporated
Varig Brazilian Airlines

ROPING-IN AWARD NO. 1 OF 2001

[Roping-in Award No. 1 of 2001 inserted by [PR908554](#) ppc 03Sep01]

1. TITLE

This award shall be known as the Overseas Airlines (Interim) (Roping-in No. 1) Award 2001.

2. APPLICATION

2.1 The terms and conditions of the award known as the Overseas Airlines (Interim) Award 1999, as varied and in force from time to time shall be binding according to its terms upon:

2.1.1 the Australian Municipal, Administrative, Clerical and Services Union and its members; and

2.1.2 Singapore Airlines Cargo Private Limited, care of Ernst & Young, Level 15, Ernst & Young Building, 321 Kent Street, Sydney, NSW 2000

3. RESPONDENCY

The Overseas Airlines (Interim) Award 1999, Schedule A- Respondents, shall henceforth incorporate the employer listed in subclause 2.1.2 above and bind the said employer to the operations of the award.

4. SAVINGS

No employee shall, as a result of the making of this award, suffer any loss of existing wages or benefits which would constitute any allowable matter to which the employees are entitled prior to the date of the coming into operation of this award.

5. DATE OF OPERATION

This award shall come into force from 3 September, 2001 and shall remain in force for a period of twelve months.

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